

West Lafayette Parks & Recreation

Community Bay Facilities Use Agreement

The City of West Lafayette Board of Parks & Recreation (“Parks”) agrees to allow the undersigned user (“User”) use of certain facilities described below under the following terms and conditions:

1. Facilities. The facilities subject to this agreement are the West Lafayette Community Bay (boat storage and restroom area) in the Purdue University Crew Boathouse located at 500 Brown Street, West Lafayette, Indiana, (the “Facilities”) During the Term, User will have the right, on a non-exclusive basis, to use the Facilities, subject to the terms of this agreement.
2. Term. This agreement will continue from time to time until terminated by either party at the end of any calendar quarter (March 31, June 30, September 30, December 31) upon at least 30 days prior notice or as otherwise provided in this agreement.
3. Fees. User agrees to pay to Parks a quarterly fee of \$30 for each personal watercraft less than 19’ in length, and/or \$45 for each personal watercraft 19’ in length or longer. All payments are due in advance by the first day of the calendar quarter (January 1, April 1, July 1, October 1), without notice or demand by Parks. These rates are established for the 2011 calendar year and are subject to increase in the future. User also agrees to pay a \$100 deposit for the use of the digital key to access the Facilities. Upon termination of this agreement and return of the key in good working condition, \$75 of the deposit will be refunded to User, with the remaining \$25 retained by Parks as a processing fee.
4. Maintenance. User shall store all personal property and other items in the assigned locker or in the assigned space for their personal watercraft. User shall clean up after them self in order to maintain the Facilities in a clean and neat condition.
5. Personal Property. All personal property and other items, including but not limited to personal watercraft and related equipment, left at the Facilities is left at User’s sole risk. Parks is in no way responsible for the security or condition of any such items. User hereby releases Parks from any liability or responsibility whatsoever with respect to the personal property or other items of User.
6. Rules. User agrees to follow the posted rules governing the use of the Facilities, as well as any other rules posted or promulgated by Parks from time to time.
7. Release. User acknowledges that participation in activities and programs carried out in or based from the Facilities (the “Activities”) are available User’s discretion, and that he is not compelled in any way to participate in any Activities. User further acknowledges that participation in the Activities involves a degree of risk of injury and even death and that User is voluntarily participating in the Activities and using equipment and machinery with knowledge of the dangers involved. In consideration of being allowed to utilize the Facilities and participate in the Activities, User, for himself and his heirs, representatives and assigns, hereby releases and forever discharges, and agrees to indemnify and hold harmless, the City of West Lafayette, the West Lafayette Parks and Recreation Department, its Board, officers, agents, employees, and representatives and any person or entity acting on their behalf, from any and all responsibility or liability (including attorney fees) for injuries, damages or death

resulting from or arising out of User's participation in any Activities or use of equipment or machinery in connection with such Activities.

8. Default. In the event User should default on any of the terms of this agreement, Parks may immediately terminate this agreement, charge User for any damages resulting from the default, and suspend future use of the Facilities by User. In the event payment by User should become more than 30 days delinquent, all User's personal property and other items, including but not limited to personal watercraft and related equipment, will be deemed abandoned and Parks may dispose of such items by any means it deems appropriate.
9. Miscellaneous. User may not sublet or assign its rights under this agreement. The failure of either party to insist upon prompt and strict performance of any of the terms of this agreement or to exercise any rights under this agreement shall not operate as a waiver of the same or of any other term or right of this agreement.

Each party is signing this agreement on the date set out below.

USER:

Signature: _____

Printed: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Date: _____

PARKS:

Signature: _____
Janet Fawley, Superintendent

Date: _____